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**AGREEMENT**

**between**

**THE BOARD OF COMMISSIONERS**

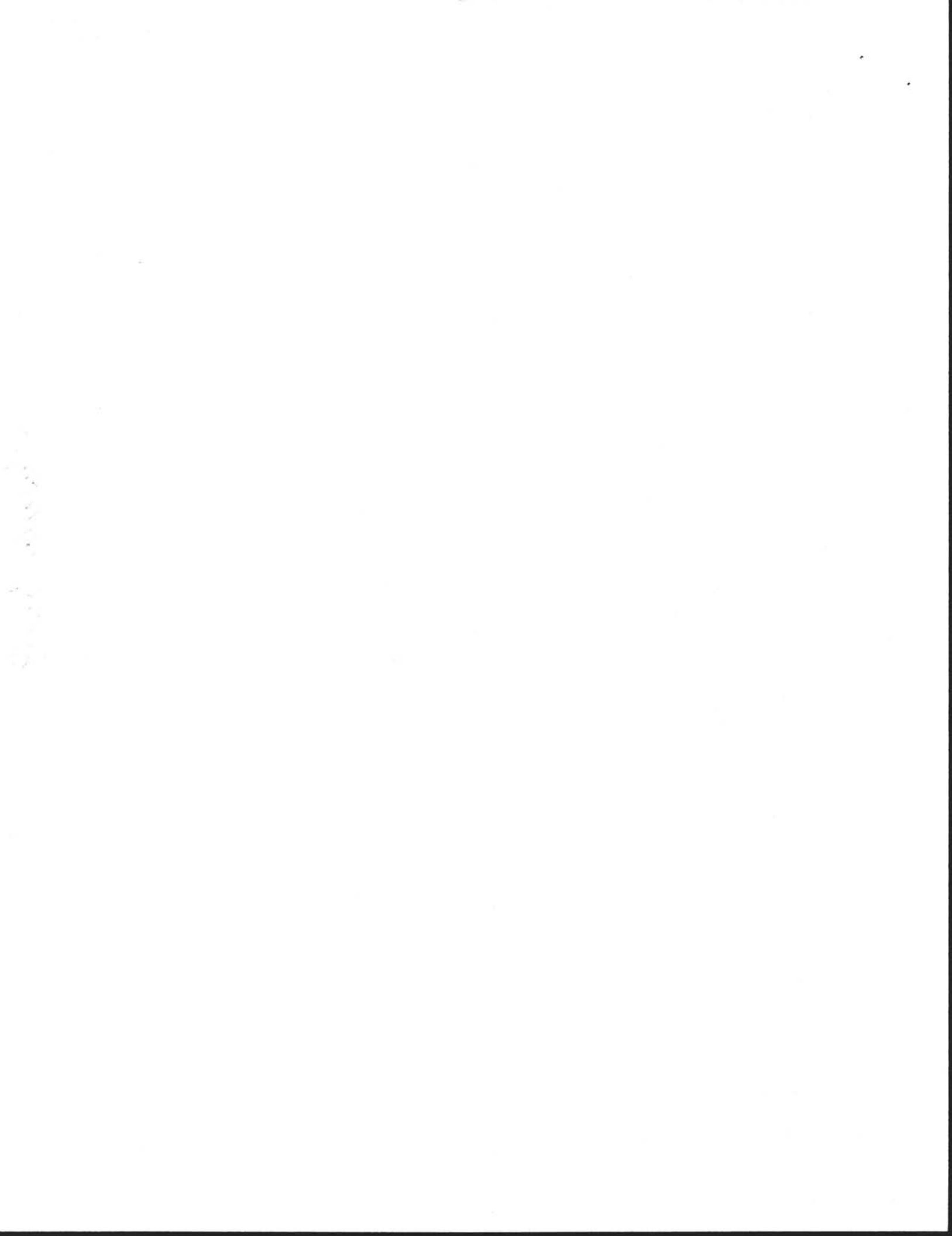
**and the**

**POLICE OFFICERS LABOR COUNCIL  
TUSCOLA COUNTY SHERIFFS DEPARTMENT**

**UNIT NO. 2 - SUPERVISORS**

**EFFECTIVE JULY 1, 1995 - JUNE 30, 1998**

*Tuscola County*



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## AGREEMENT

This Agreement, entered into this 25th day of September, 1995, between the Sheriff, the Board of Commissioners of Tuscola County, Michigan, hereinafter referred to as the "Employer" and Police Officers Labor Council representing the Tuscola County Sheriff Employees in Bargaining Unit #2 hereinafter referred to as the "Bargaining Unit" or Union.

### PURPOSE AND INTENT

Section 1. It is recognized by both parties that the best interests of the County of Tuscola are of paramount concern and that any labor disputes between the Bargaining Unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

Section 2. The parties recognize that the interest of the community and the job security of the members of the Bargaining Unit depend upon the County's success in establishing a proper service to the community.

### RECOGNITION

Employees Covered:

Pursuant to and in accordance with all applicable provisions of Act #379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time employees of the Employer included in the Bargaining Unit described below:

All Detective-Sergeants, Sergeants, Lieutenant, Corrections Corporals, Jail Administrators and Secretary to the Sheriff.

EXCLUDING: All elected or appointed officials, all part-time employees, all employees below the rank of Corrections Corporal, all other employees employed in or through the Sheriff Department, and all other employees employed in or by the County of Tuscola.

### ARTICLE 1. AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

## ARTICLE 2. CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

## ARTICLE 3. GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

## ARTICLE 4. BARGAINING UNIT RESPONSIBILITIES

The Bargaining Unit agrees that its members will perform efficient services and use its best efforts to protect property and interest of the Employer, and will cooperate with the Employer in performance of their duties.

## ARTICLE 5. MANAGEMENT RIGHTS

Section 1. The Bargaining Unit recognizes and agrees that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer including those delegated to the Sheriff by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitations, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to direct and control operations; to establish work rules; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make

judgements as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

Section 4. The Bargaining Unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 5. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to public health, safety, and welfare. The Bargaining Unit, therefore, agrees until the termination of this Agreement, that there shall be no interruption of these services, for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Bargaining Unit further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County, as long as this contract is in force.

#### ARTICLE 6. UNION SECURITY

The Employer recognizes the right of the Police Officers Labor Council to solicit membership from the Employees working in the bargaining unit. It is mutually agreed that neither the Employer nor the Police Officers Labor Council shall interfere with, restrain or coerce any employee in the exercise of his right to join, or refrain from joining the Police Officers Labor Council.

The Employer agrees that it will, as a part of its personnel procedure, inform new employees in the Sheriff's Department of the fact that the Bargaining Unit is the exclusive bargaining agent for the employees working in the Sheriff's Department and to inform such new employees of their right to join, or refrain from joining, the Police Officers Labor Council.

#### AGENCY SHOP . . .

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Bargaining Unit at that time shall be required, as a condition of continued employment, to continue membership in the Bargaining Unit or pay a service fee to the Bargaining unit equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Bargaining Unit at the time it becomes effective shall be required, as a condition of continued employment, to

become a member of the Bargaining Unit or pay a service fee to the Bargaining Unit equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this agreement.

- C. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Bargaining Unit or pay a service fee to the Bargaining Unit equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the Unit.

#### ARTICLE 7. DUES DEDUCTION

Section 1. During the life of this Agreement, the Employer will deduct current uniform dues or representation fees provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee in the form and according to the terms of the authorization form attached hereto as "Attachment".

Section 2. Previously signed and unrevoked written authorization shall continue to be effective as to current employees and as to reinstated employees.

Section 3. The Employer will deduct current union dues or representation fees from the pay of employees for the first pay period ending in the calendar month.

Section 4. The Employer will deduct from the pay of employees in any month only the dues or representation fees incurred while an employee has been in the employ of the Employer and only such amount becoming due and payable in such month.

Section 5.

- A. In the event that a refund is due any employee for any sums deducted from wages and paid to the Bargaining Unit, it shall be the responsibility of such employee to obtain appropriate refund from the Bargaining Unit.
- B. The Bargaining Unit shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Agreement.



Section 6. All sums deducted by the Employer shall be remitted to the Secretary-Treasurer of the Bargaining Unit at the first pay period, not later than the fifteenth (15th) day of the calendar month in which such deductions are made.

Section 7. In the event the Bargaining Unit requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Bargaining Unit's Constitution; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Bargaining Unit and presented to the Employer prior to the deduction of the newly certified amounts.

Section 8. The employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Bargaining Unit.

Section 9. The Employer agrees that the Stewards may solicit the membership for monies and pass out membership cards while on duty. There shall be no interruption of departmental services.

Section 10. The Employer's remittance will be deemed correct if the Bargaining Unit does not give written notice to the Employer within three (3) calendar weeks after remittance is sent, of its belief, with reasons stated therefore, that remittance is incorrect.

#### ARTICLE 8. SAVE HARMLESS

In the event the Employer, acting on the written request of the Bargaining Unit, discharges or attempts to discharge an employee at the Bargaining Unit's request, the Bargaining Unit shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

#### ARTICLE 9. BARGAINING UNIT REPRESENTATION

Section 1. There shall be two (2) Bargaining Unit representatives chosen from among employees with one (1) or more years seniority in a manner to be determined by the Bargaining Unit.

Section 2. There shall be two (2) alternate Bargaining Unit representatives chosen from among employees with one (1) or more years seniority in a manner to be determined by the Bargaining Unit.

Section 3. The Bargaining Unit representatives shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the Employer and the Bargaining Unit employees.

Section 4. The Bargaining Unit shall designate to the Employer, in writing, the Bargaining Unit representatives and the Employer shall not be required to recognize or deal with any employee other than the ones so designated, except as provided by the Public Employees Relations Act (Act 336 of the Public Acts of 1947, as amended), specifically 17.455 (11).

Section 5. The Bargaining Unit in contract negotiations may be represented by employees in the Bargaining Unit, not to exceed three (3), however, no more than two (2) shall be on duty and not more than two (2) Labor Council Representatives.

Section 6. Pay Allowance for Stewards: There shall be two (2) stewards and two (2) alternate stewards. The Employer will grant a necessary and reasonable amount of time off, not to exceed a total of eight (8) hours with pay per week, or such additional time as approved by the Sheriff or his designee, during straight time working hours, to the stewards or alternates who must necessarily be present for direct participation in investigating grievances and grievance adjustments with management. Such steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action. The Employer will pay them for any on duty time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, or that are conducted or attended by any governmental agency or agent.

Section 7. One duly elected Bargaining Unit representative shall be allowed one (1) day leave to attend the Police Officers Labor Council meeting each year. If that day was a regularly scheduled work day for said employee he shall be paid. To obtain the above mentioned leave day with pay, request for leave must be submitted in writing seven (7) days in advance showing location and duties of conventions or conferences.

#### ARTICLE 10. GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the Employer. All grievances must be submitted on a grievance report form, signed, and dated by the aggrieved employee and his steward(s) and naming the Articles that are being violated. All grievances must be filed within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

All grievances must be filed within thirty (30) days, which pertain to rates of pay, after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Election of Remedies: If an employee elects to proceed with a complaint or grievance against the employer through an administrative or statutory remedy, then the Union and the employee shall not be entitled to process that complaint through the grievance procedure set forth herein. If the employee or Union proceeds with a complaint through the grievance procedure, then the employee and the Union shall not be entitled to proceed with any other statutory or administrative procedure with the same complaint except as otherwise provided by law.

Step 1: Any employee having a complaint shall first take up the matter orally with his supervisor or the next person in the chain of command in the absence of his supervisor.

If no satisfactory answer or disposition is received within five (5) calendar days, the complaint shall be processed as follows:

Step 2: The Employee and/or his representative shall within ten (10) calendar days after occurrence of the circumstance giving rise to the grievance, reduce the matter to written form stating all facts in detail and submit same to the Sheriff or his designee. The Sheriff or his designee shall meet with the employee and/or the representative if a meeting is requested to discuss the grievance.

The Sheriff or his designee shall, within five (5) calendar days, give his written answer in detail on all copies of the grievance form, returning two (2) copies to the representative or the employee.

Step 3: Failing to resolve the issue in the second step, the steward(s) shall state the reasons in writing why the answer of the Sheriff or his designee in Step 2 was not satisfactory and shall then

within five (5) calendar days of the Sheriff or his designee's disposition contact the Employer and/or his designated representative to arrange a meeting between the representative and the Employer or his designated representative to discuss said grievance. This meeting shall be scheduled within ten (10) days, and the Employer shall have ten (10) days after the meeting to respond. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 2. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Bargaining Unit and any and all unit employees involved in the particular grievance.

Section 3. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within time limits prescribed, or any extension which may be agreed to, shall be deemed granted to the employee, the time limit to run from the date when time for dispositions expired. Any grievance not carried to the next step by the Bargaining Unit within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

Section 4. If an employee is to be disciplined in any manner, the employee shall be entitled to the presence of his Union Steward. Any discipline that is to be affixed to the employee's personnel record, the employee and the Union shall be given written notification at the time of discipline issued, stating in detail the reason for such discipline, before said discipline may be entered into the record. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) calendar days from the time of presentation of the notice to the steward and the employee.

Section 5. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation, compensation received from the employer, and/or benefits received as fringe benefits under this contract.

#### ARBITRATION . . .

Section 6. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement.

In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 7. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussions. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations or applications of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he had no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 9. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 11. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Bargaining Unit, on all the Bargaining Unit Employees and on the Employers.

Section 12. Either party to this agreement shall have the right to appeal to Circuit Court whenever either party feels that the arbitrator is not adhering to the grievance procedure as outlined in this Agreement. An appeal to Circuit Court shall not be designed to take the issue for arbitration away from the arbitration but rather to insure that the proper form of arbitration language of this agreement is adhered to.

Section 13. Time limits shall exclude Saturdays, Sundays and Holidays, and such other days as the county offices are closed.

## ARTICLE 11. SPECIAL CONFERENCE

In the interest of sound labor relations between the employees and the employer, special conferences may be held by mutual consent, for the purpose of exchanging ideas and information. Arrangements for such conferences shall be handled by the Chairman of the Bargaining Unit and the employer or his designee.

Such a meeting shall be between no more than two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer. Arrangements for such special conferences shall be in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. (Matters taken up in special conference shall be confined to those included in the agenda.)

## ARTICLE 12. PROBATIONARY PERIOD

- A. New hires into the bargaining unit shall serve a twelve (12) month probationary period. Probationary employees may be disciplined or discharged without just cause.
- B. All promoted employees shall be on a promotional probation of twelve (12) months immediately following promotion.
- C. During such probationary period, the Sheriff may return the employee to his former rank or the Deputy may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank.

## ARTICLE 13. SENIORITY

Section 1. A regular full-time employee's seniority shall date from his most recent date of hire within the Bargaining Unit.

Section 2. An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 3. Seniority does not accumulate when an employee is off for more than thirty (30) or is on an unpaid leave of absence, except on sick leave, paid vacation leave, workers compensation leave or as otherwise specified in the Family Leave Act.

## ARTICLE 14. SENIORITY EXEMPTIONS

Section 1. An employee who is hired for only a limited period of time to substitute for one (1) or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he is hired shall be considered a temporary employee. He shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.

Section 2. An employee who has been incapacitated while working at his regular work by injury or compensable occupational disease, while employed by this Employer, may, in the sole discretion of this Employer, be employed at other work on the job that is operating in the Sheriff's Department and which he can perform, in the opinion of the Employer, without regard to any seniority provisions of this Agreement.

#### ARTICLE 15. SENIORITY LIST POSTING

The Employer agrees to post and update semi-annually a seniority list by job classification seniority and Bargaining Unit seniority. An employee's standing on the published list will be final unless protested to the Employer's personnel office after the list has been posted on the Employer's bulletin board.

#### ARTICLE 16. LOSS OF SENIORITY

AN EMPLOYEE'S SENIORITY AND EMPLOYMENT SHALL TERMINATE IF:

1. the employee quits, or
2. the employee is discharged, or
3. the employee fails to return to work within seven (7) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or
4. the employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
5. the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and return to work is due to circumstances beyond the control of the employee, or
6. the employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence, or
7. a settlement with the employee has been made for a total disability, or
8. the employee is retired,
9. the employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment, or eighteen (18) calendar months whichever occurs sooner, or

10. the employee falsified pertinent information on his application for employment, or
11. the employee is employed by another employer and his outside employment conflicts with this Agreement (the employee may hold more than one regular job wherein he is employed by another employer to exercise skills similar to those exercised for the Employer as long as his employment is not in conflict with this Agreement), or
12. he accepts employment elsewhere after he is on leave of absence, or is self-employed for the purpose of making a profit, after a leave of absence is granted; however, the Employer may waive this requirement, or
13. the employee is convicted of any criminal offense resulting in over ninety (90) days imprisonment, reckless use of a firearm or vehicle, or
14. he is convicted of any felony, Circuit Court misdemeanor or high misdemeanor, or
15. he is declared mentally incompetent by Probate Court, or
16. he is using the equipment of the Employer, or is in uniform that is furnished by the Employer, when he is working for another employer, unless authorized by the Sheriff or his designee.

#### ARTICLE 17. SEPARATION - VOLUNTARY TERMINATION

- A. All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all county equipment and property at termination of employment.
- B. The employee shall be charged for all items not returned, and the price of the items not returned shall be deducted from his paycheck. An exit interview may be arranged in the Personnel Office for all permanent employees leaving the Employer.

#### ARTICLE 18. LAYOFF AND RECALL

- A. Layoff of employees shall be by department wide seniority and the following order shall be followed, provided that the employees who remain are capable of performing the work available:
  1. Part-time, temporary and reserve
  2. Probationary full-time employees
  3. Full-time seniority employees shall be laid off in inverse order of departmental seniority, excluding mandated female corrections provisions as needed.



- B. An employee who is to be laid off shall receive written notice at least fourteen (14) days in advance of the date on which the layoff is to take effect, except as applicable under the disciplinary provision.
- C. A laid-off seniority employee, if recalled to a job similar from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- D.
  - 1. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
  - 2. Notices of recall shall be sent by certified or registered mail, or telegram to the employees last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall contact the employer within three (3) consecutive days from the date of delivery of a recall notice and return to work within seven (7) calendar days, or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

#### ARTICLE 19. NO STRIKES

- A. The Employer will not lock out employees during the term of this Agreement.
- B. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.
- C. Under no circumstances will the Bargaining Unit cause or permit its members to cause, nor will any member of the Bargaining unit take part in any strike, sit-down, slowdown of work or restriction of production or interference with the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.
- D. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Bargaining Unit or the employees covered hereunder during the term of this Agreement, the Bargaining Unit, by its officers, agents, and shift representative shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and

unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer.

The Bargaining Unit agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the involved, declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

## ARTICLE 20. DISCIPLINE AND DISCHARGE

Section 1. The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline shall be made without just cause. Discharge, suspension, or written discipline must be by proper written notice to the employee and the steward and the Employer shall cite specific charges against the employee. The degree or severity of discipline shall be at the discretion of the Employer but due consideration shall be given to a progressive degree of discipline and its reasonableness in view of the offense.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss his discharge, suspension, or discipline with his steward and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge, suspension, or discipline with the employee and the steward of the Bargaining Unit.

Section 3. Should the discharged, suspended, or disciplined employee and the Bargaining Unit consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the Bargaining Unit to the Employer.

Section 4. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than twelve (12) months previously unless related to the current charge or as provided by law.

Section 5. Suspension: In the event an employee is suspended, he shall be taken off the payroll.

In all cases, an officer relieved from duty shall immediately surrender his badge and departmental identification to the officer relieving him from duty.

During such period of suspension, the officer may not wear the uniform of the Department and shall be liable for any violations of the rules and regulations of the Department.

The employee may elect to continue his insurance benefits under the group plan by filing a written election with the Employer's Personnel Office and paying the premium as directed. In the event a grievance had been filed and the employee prevails he shall be reimbursed the premium paid by him.

Discipline shall be used by the Department for any violation of the Employer's Department Rules and Regulations and any violation of this agreement.

Section 6. Inactivation: Inactivation means that an employee may be taken off active duty up to thirty (30) days. Inactivation may be used by the Department as a period of investigation. During this period, the employee will remain on the payroll. In the event inactivation lasts longer than one (1) week, the supervisor shall indicate the status of the investigation weekly to the employee.

Section 7. At any time a formal complaint is lodged against a member of the Bargaining Unit, the Sheriff shall advise the employee involved and furnish copies of the complaint to him and the Police Officers Labor Council Representative. Such reports shall include all charges and complaints involved and name or names of complainant and other information reported.

In case discipline or investigation is started reference a written complaint and after the employee has been notified of the incident, the employer shall indicate the status in writing bi-weekly and at the conclusion of the investigation to the employee and the Union.

In case of an anonymous complaint against an employee no disciplinary action shall be taken.

#### ARTICLE 21. SAFETY COMMITTEE

Section 1. It will be the responsibility of each employee to report to his supervisor any malfunction of equipment, or any unsafe working conditions which he may observe.

Section 2. A safety committee of the Bargaining Unit and the Employer is hereby established. This committee will include the chief steward and steward of the bargaining unit and two (2) members of the Employer which may meet at a mutually agreed time for the purpose of making recommendations to the Employer.

Section 3. Bullet proof vests will be furnished to all road patrol personnel and any additional personnel at the discretion of the Sheriff. Employees assigned bullet proof vests shall wear same if required by the Sheriff.

Section 4. All marked regular road patrol units shall be equipped with a safety screen or safety shield.

Section 5. All equipment found to be defective or in hazardous condition shall be removed from service until such conditions have been corrected.

Section 6. Part-time employees may be used to transport prisoners. In the absence of the Sheriff or Undersheriff and after normal business hours, assignment of prisoner transport will be left to the discretion of the command officers.

#### ARTICLE 22. SUPPLEMENTAL EMPLOYMENT

While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations: In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer. The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment. Any employee desiring to participate in outside or supplemental employment must obtain permission of the Sheriff in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment. Employees engaged in outside or supplemental employment shall:

1. Not use Employer facilities as a source of referral for customers or clients.
2. Not be engaged in during the employee's regularly scheduled working hours.
3. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
4. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
5. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
6. Not cause any conflict of interest, or impairment of the employee's duties.

#### ARTICLE 23. EQUALIZATION OF OVERTIME HOURS

Section 1. Overtime hours shall be equalized as much as possible throughout the Department on the basis of seniority and job assignment. An up-to-date list showing overtime hours will be posted monthly in a prominent place.

Section 2. Whenever overtime is required, the person with the least number of overtime hours in that classification and/or job assignment with at least ninety (90) days seniority, will be called first and so on down in an attempt to equalize the overtime hours. An employee who refuses a call-in on a given calendar day will be charged the hours for that call-in. Management has the option, and may call the employee for other shifts open and available for the same calendar day. Any additional call-in on that

same day will not be charged as additional refusal time. Further, the Sheriff reserved the right to require employees to work overtime.

Section 3. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to that employee in the amount of hours of the employee working during that period, unless the employee has worked at least three (3) hours overtime in addition to a regular shift within the previous twenty-four (24) hours, prior to the commencement of the requested overtime period. Other exceptions will be when employees are off on vacation, comp days, sick days, injury days, or personal days.

Section 4. When the Employer has complied with Section 2 of this Article, the Employer shall have the right to force overtime by going to the lowest equalized overtime person in the classification needed to get the number of personnel required.

Section 5. Newly hired employees shall be assigned the average accumulated number of overtime hours within their classification upon their starting date.

#### ARTICLE 24. PAY CHANGE - PROMOTIONS OR DEMOTION

When an employee is permanently promoted to a position in a higher classification, his pay shall be increased to the step on the higher classification pay scale immediately above his present pay rate.

In application to the pay scale only, if an employee is permanently demoted to a position in a lower classification, his pay shall be decreased to the step on the lower classification pay scale immediately below his present pay rate.

On a promotion, if there are no rates above, the employee would receive the same rate of pay. On a demotion, if there are no rates below, the employee would receive the same rate of pay.

#### ARTICLE 25. EMPLOYMENT APPLICATION

All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

#### ARTICLE 26. CHANGE IN PERSONAL STATUS

Employees shall notify the Sheriff and County Personnel Office of any change of name, address, telephone number, marital status, or number of dependents promptly, within five (5) days after such change has been made. The telephone number shall be held in confidence.

#### ARTICLE 27. WORK RULES

The Employer reserves the right to publish and enforce work rules, policies, and regulations. However, the work rules will be in writing and posted for seven (7) days before they go into effect.

#### ARTICLE 28. NEW JOBS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have twenty (20) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be agreed to. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer."

#### ARTICLE 29. ABSENTEEISM

Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

#### ARTICLE 30. ACCESS TO SHERIFF'S DEPARTMENT

Representatives of the Bargaining Unit may enter the Sheriff's Department for any proper Bargaining Unit business; provided they have secured prior permission of the Employer or his designee. The employer shall grant permission to the Bargaining Unit representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

#### ARTICLE 31. SAVINGS

Should any part of this agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

#### ARTICLE 32. WAIVER

- A. It is the intent of the parties hereto that the provisions of this agreement, which supersedes all prior agreements and understanding between such parties, shall govern their

relationship and shall be the source of any rights or claims which may be asserted.

- B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Bargaining Unit, for the life of this Agreement, each voluntarily and unqualifiedly waived the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 33. NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the Bargaining Unit and there will not be discrimination of race, creed, color, age, sex, marital status, political affiliations, or national origin with respect to conditions or employment.

#### ARTICLE 34. WORK DAY AND WORK WEEK

The normal work day for regular full-time employees shall be eight (8) or ten (10) hours including a thirty (30) minute lunch period. The normal work week for regular full-time employees shall consist of five (5) work days and shall normally be forty (40) hours duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day, or pay per week.

An employee's thirty (30) minute lunch period is part of this work day and the employee is still on duty, subject to call, and responsible to the dispatcher and further subject to respond to all calls referred to him. The lunch period shall be taken when convenient with the employee's work schedule and shall be subservient thereto.

Nothing shall restrict the Employer from scheduling overtime and employees shall be required to work such overtime unless excused for satisfactory reasons.

The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules.

Every employee shall have at least four (4) weekends off each calendar year commencing January 1, 1990. A weekend shall be defined as Saturday and Sunday. This contract right shall supersede seniority rights to shift preference and job assignment.

### ARTICLE 35. SHIFT HOURS

The Employer reserves the right to change the shift hours upon seven (7) calendar days personal notice or by telephone or verbal. Any change less than seven (7) calendar days notice must have the employees approval, except in the case of an emergency, if and when it might become necessary to maintain continuity of public safety.

### ARTICLE 36. WORKER'S COMPENSATION

All employees shall be covered by the applicable Workers Compensation law. Any employee who receives a work related illness or injury during the course of their duties shall immediately report said injury or illness to his or her immediate supervisor. If necessary, said employee shall report to a physician.

In addition to the Worker's Compensation payment, the Employer agrees that the employee may use their accumulated sick leave. For each three (3) days paid from Workers Compensation, the employee may use one (1) sick day or vacation day until such days are exhausted. Then the Employer shall have no more obligation to supplement the employee's Workers Compensation pay. In using sick leave and/or vacation days in this way, time paid will not be counted as hours worked for the purpose of retirement benefits, unless the law provides otherwise.

### ARTICLE 37. UNIFORMS

Section 1. The Employer shall furnish, maintain, dry clean, launder, and press the following items of the employees uniforms:

Winter Shirts	Summer Shirts	Ties	Hats
Winter Jacket	Summer Jacket	Pants	

Section 2. The Employer shall provide the following items for use by the employees:

Shirt and Coat Badges	Name Plate	Hand Cuffs
Hat or Cap Emblem	Uniform Patches	Service Ammunition



Certified Weapon

Whistle Chain

Collar Brass

All leather gear except shoes and trouser belt

Section 3. Each Detective shall be issued only one (1) complete uniform. A clothing allowance in the amount of \$600.00 is to be allowed those Detectives working their entire time in civilian clothes. If an officer works only part-time or does not work the full year, the clothing allowance shall be pro-rated according to the time worked. Civilian clothing used for work by Detectives shall be laundered, dry cleaned and pressed in the same manner as uniforms.

Section 4. The employer shall provide a maximum of three (3) carphones for use by Shift Supervisors on patrol.

#### ARTICLE 38. MILITARY LEAVE

The Employer shall abide by the provision of the Selective Service Act, and its judicial interpretation with respect to leaves of absence due to military service.

#### ARTICLE 39. FUNERAL LEAVE

- A. When death occurs in a full-time employee's immediate family, the employee, on request, will be excused for three (3) consecutive work days with pay, provided he attends the funeral. If the death is within the employee's household the employee shall be granted two (2) additional consecutive work days with pay.

The employee shall also receive two (2) additional consecutive work days with pay if the funeral or the arrangements therefore require out of state travel provided the employee attends the funeral.

Immediate family to mean spouse, mother, father, children, mother-in-law; father-in-law-, brother, sister, grandparents, step-parents, step-children, dependents within the household, and grand-children.

One (1) day shall be allowed to attend the funeral of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or to serve as a pallbearer.

- B. Employees shall notify the Sheriff or his designee by telephone of a death and on returning to work under this section shall, after making written application, receive the amount of wage exclusive of shift or any other premium, that he would have earned by working during straight-time hours on such scheduled days of work for which he was excused.

## ARTICLE 40. PAID SICK DAY ACCRUAL

Section 1. During the term of this Agreement full-time employees covered by this Agreement shall be entitled to paid sick leave in accordance with the following schedule and in accordance with the following conditions.

- A. An employee shall earn and be credited with eight (8) hours for each month actually worked and not to exceed ninety-six (96) hours per year. Sick days shall be banked for future use for legitimate sick claims. Sick day accumulation shall be unlimited, effective July 1, 1981.

Section 2. Sick leave pay is granted for absence legitimately due to sickness or accident only for the employee; however, if a major sickness or accident emergency occurs to an employee's child or spouse the employee may, on approval of the Sheriff or his designee use accumulated sick time for time taken to handle such an emergency.

An employee making claim for sick leave pay, which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.

Section 3. Part-time employees are not eligible for sick leave pay.

Section 4. Absence for a fraction or a part of the day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) hour.

Section 5. When employment ceases, other than by death or retirement, and under honorable conditions, the employee shall be paid for twenty-five (25) percent of his credited unused sick days not to exceed two hundred forty (240) hours at his regular rate of pay in effect at that time.

Section 6. Upon retirement of a Bargaining Unit member, one-half (1/2) of his unused sick leave credits will be paid, providing the employee has less than twenty (20) years of continuous service not to exceed sixty days (480 hours) pay. Retirement upon twenty (20) years or more of continuous service, the employee will be paid for one hundred (100) percent of the unused sick leave credits, not to exceed nine hundred sixty (960) hours. Upon the death of an Bargaining Unit member, one hundred (100) percent of the deceased employee's sick leave credits will be paid to his beneficiary, not to exceed nine hundred sixty (960) hours. (Retirement shall be defined as an employee being eligible to receive retirement benefits under the Michigan Municipal Employees Retirement System).

Section 7. Bargaining unit members may use sick leave for the purpose of doctors appointments or examinations. All sick leave will be taken in no less than one (1) hour increments management may require written verification from a doctor.

## ARTICLE 41. MEDICAL DISPUTE

In the event of a dispute involving an employee's physical or mental ability to perform his job and the Employer or the Sheriff is not satisfied with the determination of the treating physician, the Employer may submit a report from a medical doctor of their choosing and at their expense. If the dispute still exists, at the request of the Bargaining Unit, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report to the employer and the employee. The expense of the report of the third party shall be born equally by the Employer and the employee. The employee shall make himself available to the Employer's physician for examination at a time set by the physician.

## ARTICLE 42. VACATION LEAVE

Section 1. Since the hazardous duties and responsibilities of a police force are unrelated to his length of service and the beginning police officer experiences weariness along with loss of attention to duties, without proper vacation leave, all full-time employees will be granted vacation leave in accordance with the following schedule:

On completion of one (1) year to three (3) years = eighty (80) hours.

Over three (3) years = ninety six (96) hours.

Over seven (7) years = one hundred twenty eight (128) hours.

Over ten (10) or more years = one hundred sixty (160) hours.

Employees may accrue up to one-half (1/2) of their annual earned vacation to carry over from one year to the next.

Section 2. Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of eight (8) or ten (10) hours of pay as scheduled.

Section 3. An approved vacation leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Section 4. An employee may take his vacation at anytime in the course of the year. All employee's may take their vacation in at least one (1) or more hour increments as requested by the employee on approval of the Sheriff or his designee.

Section 5. Vacation leaves shall be granted by the employer and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by April 1 and October 1 preceding the period requested. Officers are granted vacation in accordance with seniority throughout the department. Vacations shall not be denied due to a layoff in the work force.

Section 6. Any employee entitled to vacation leave who terminates his service from the Department shall receive his earned vacation pay upon leaving.

#### ARTICLE 43. HOLIDAYS

Section 1. The following are holidays for full-time employees:

- January 1, New years Day
- February 12, Lincoln's Birthday
- Third Monday of February, Washington's Birthday
- Last Monday of May, Memorial or Decoration Day
- July 4, Independence Day
- First Monday of September, Labor Day
- November 11, Veterans Day
- Fourth Thursday of November, Thanksgiving Day
- Friday after Thanksgiving
- December 24, One-half (1/2) Day, Christmas Eve
- December 25, Christmas Day
- National And State General Election Days

Section 2. If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked.

Section 3. Bargaining Unit members shall be paid for eight (8) hours at their regular rate of pay for each of the specified holidays and four (4) hours for each one-half days holiday, whether he works on those days for not. In lieu of said holiday pay the employee shall receive eight (8) hours compensatory time, or four (4) hours for one-half (1/2) holiday, off if the employee so requests. Said request is to be given within the pay period in which the holiday falls, in the event an employee does not elect to receive pay for such holiday, compensatory time off must be taken within twelve (12) months of said holiday.

Section 4. All employees of the bargaining unit shall receive time and one-half (1/2) their regular rate of pay for each holiday worked in addition to holiday pay or compensatory time specified in Section 3.

Section 5. To be eligible for holiday pay, an employee must work his last scheduled day before the holiday, and his first scheduled day after the holiday.

Section 6. Holidays occurring during leaves, layoff, bereavement leave, sick leave, or maternity leave are not compensable.

Section 7. When an employee agrees to work on one of the herein before designated holidays, or the day observed in lieu thereof, if any, and does not work as agreed, he shall not receive the pay for such holiday.

Section 8. Employees scheduled to work on one of the hereinbefore designated holidays, or the day observed in lieu thereof, if any, who do not work shall not receive holiday pay.

Section 9. When a holiday is observed by the Employer during an employee's scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

Section 10. If an employee's scheduled day off falls on a specified holiday and the employee is requested to work by the employer and works that holiday, the employee shall be compensated at one and one-half times his/her regular rate of pay for all hours worked that day plus holiday pay or compensatory time specified in Section 3.

#### ARTICLE 44. HEALTH & DENTAL INSURANCE

Section 1. The employer shall pay for and provide each employee with a hospitalization plan equivalent to but not less than the coverage including riders provided by family plan Blue Cross - Blue Shield, Master Medical Option One, a prescription drug rider with a three dollar (\$3.00) co-pay, and riders IMB-OB, DCCR, and ML. The employer shall furnish each employee with a copy of insurance coverage. The employer shall offer a \$1,000.00 incentive to employees who elect to not carry County health insurance. It shall be paid at the rate of \$38.46 per pay

Section 2. Commencing July 1, 1988 the Employer shall contribute annually toward the purchase of a dental insurance plan for the employees, the lesser of the cost of CR50-50-50 MBL-800 or \$1,500.00. If it is determined that said insurance shall exceed \$1,500.00 in cost for the contract year July 1, 1988 through June 30, 1989 the employees shall have deducted from their wages a pro-rata share of the excess.

The Bargaining Unit shall advise the Employer on or before April 30, 1988 the name of the dental insurance provider and the plan in which they desire to be enrolled.

#### ARTICLE 45. DISABILITY AND LIFE INSURANCE

- A. Long Term Disability Insurance: Beginning on the first day of the month following ratification of the July 1, 1995 contract, the employer shall provide, at a cost not to exceed \$145.00 per employee, per year, disability insurance coverage, which shall pay two-thirds of an employee's monthly wages not to exceed \$1,500 per month for a period not to exceed two years after a thirty (30) day waiting period. An employee shall not be entitled

to any other compensation from the employer when they are receiving disability insurance compensation.

- B. Life Insurance in the amount of \$25,000.00 for full-time employees shall be fully paid by the Employer. (See personnel office for details).

#### ARTICLE 46. RETIREMENT

Section 1. The Employer shall provide and maintain a M.E.R.S. B-2, F50-25 retirement program for each employee in the Bargaining Unit at no cost to the employees. Full-time employees are required to participate in the retirement plan.

Section 2. The Employer shall provide for a window period of not less than six (6) months (one-hundred eighty days) from the date of September 25, 1995, for those bargaining unit employees who would, within five (5) years, be eligible to retire under the M.E.R.S. retirement Plan with the F50/25 rider.

The Employer shall pay the costs involved to allow eligible bargaining unit employees to retire with the B-4 plan during the window period.

Section 3. Effective July 1, 1997, the M.E.R.S. retirement plan shall be changed to the B-3 F50/25 at no cost to employees.

#### ARTICLE 47. GENERAL PROVISIONS

Section 1. Any employee absent three (3) consecutive work days due to claimed illness, shall, upon the Employer's request, furnish a medical doctor's statement of incapacity to work.

Section 2. Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone one (1) hour prior to starting time, except in case of emergency.

Section 3. The employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 4. Except as otherwise specified herein, all other benefits for eligible new employees will become effective when he attains seniority.

Section 5. When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 6. The employer shall have no obligation to duplicate any benefit any employee received under any other policy, excluding life insurance, with any other employer not withstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee, other than coverage provided by the Employer herein a party.

Section 7. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

Section 8. The employee shall not be eligible to receive benefits while he is:

1. Eligible for unemployment benefits under any unemployment compensation act, or
2. on layoff, or
3. on non-paid leave of absence, or
4. has quit his employment, or
5. been discharged, or
6. retired.

Section 9. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in apart, compulsory governmentally-sponsored insurance programs.

Section 10. When employees are transferred from one classification to another, the Employer shall provide training for said employee before the transfer is made, except in the case of an emergency situation.

Section 11. Any employee covered by this Agreement or who would have been covered by this Agreement if not transferred, who is transferred from a classification covered by this agreement to a supervisory or other position within the Sheriff Department which is not included within this Agreement shall retain his seniority as of the date of such transfer or promotion, and shall continue to accumulate additional seniority in the collective bargaining unit, except while in a non-bargaining unit position. In case of voluntary demotion, or involuntary demotion due to lack of work , or elimination of said position, said employee may return to this collective bargaining unit with full seniority benefits.

Section 12. When an employee is off duty and is ordered by the Sheriff to attend departmental meetings whether these meetings are held locally or otherwise, the Employee shall be compensated at one and one-half (1 1/2) times the employees normal rate of pay for actual hours spent.

Section 13. Employees shall be paid for each day partially or wholly spent in performing jury duty if scheduled to work. Such employees shall be paid at their regular rate for such days. If an employee is excused from jury duty on any scheduled work day and has been in court less than two (2) hours of his scheduled work day he shall be required to report for work. In consideration of receiving their regular pay, employee shall assign to the employer all other remuneration received for jury duty during the same period, except mileage.

Section 14. The employer shall deduct from an employee's wages contributions to a savings account as directed, in writing by the employee, to the Employer's Personnel Department. Such contributions shall be deposited by the Employer to the credit of the employee with a single financial institution as selected by the local P.O.L.C. Unit.

#### ARTICLE 48. COLLEGE INCENTIVE PROGRAM

A college incentive program for full-time employees is recognized and deputies, upon earning college credits, shall receive additional pay per hour. This program shall be based on a credit basis with an accredited college as the credit system to be used for computation. Credits usable toward a degree in a law enforcement are the only credits to be computed. According to this program, wages to be paid those Deputies after completing probation shall be as follows:

30 credit hours -	1% over regular salary
60 credit hours -	2% over regular salary
90 credit hours -	3% over regular salary
B.S. or B.A. Degree in Law Enforcement -	4% over regular salary

#### ARTICLE 49. OVERTIME

- A. Time worked over 40 hours in a work week will be paid at the rate of 1 1/2 times the regular rate of wages. Full-time officers will be given preference if overtime is involved. If personal time off the job without pay is involved, overtime shall not commence until this time is made up. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hour worked.



- B. Court pay will be paid for two (2) hour minimum at the rate of time and one-half. If travel time is involved out of the county, and the employee is required to furnish his own transportation, he shall be reimbursed at the existing approved county mileage rate.
- C. In addition to Court time, a minimum of two (2) hours call-in time will be paid all full-time employees for all call-ins, regardless of the reason of call-in (corrections officer, breathalyzer operator, off-duty obtaining of warrants, re-exams, implied consent hearing, etc.) at the rate of time and one-half regular pay rate.

#### ARTICLE 50. LONGEVITY PAY

Full-time employees having worked continuously for the Tuscola County Sheriff Department for five (5) or more years, shall receive two (2) percent additional wages over the wage schedule.

No employee hired after December 31, 1986 shall be entitled to longevity pay.

#### ARTICLE 51. PERSONAL BUSINESS DAY

Full-time employees will be given twenty-four (24) hours of personal business time per year without loss of pay. The twenty-four (24) hours business time shall be arranged and approved by the Employer. Application for personal business days must be made, to the Employer, two (2) days in advance.

#### ARTICLE 52. POLICE OFFICER'S PROFESSIONAL LIABILITY INSURANCE

Police Officer's professional liability insurance shall be maintained by the Employer for the benefit of the Employee, protecting the employee for acts allegedly committed during the course of his employment and within the scope of his authority.

#### ARTICLE 53. SCHEDULING

Section 1. Schedules for full-time employees shall be posted a minimum of sixty (60) calendar days in advance. Shift schedules shall be of six (6) months duration. The employer reserves the right to reassign an employee to another shift upon seven (7) calendar days notice, except in the case of an emergency (as defined in Webster's Dictionary) when the employer may reassign in less time.

Section 2. A shift preference shall be established by seniority within the job assignment designated by the Sheriff. Shift preference pick shall be made within two (2) weeks prior to posting of the new six (6) month schedule. Changes required after the posting of a schedule will not be open for re-bid. Changes

required after the posting of a schedule shall be filled with the lowest seniority employee within that classification provided such employee is qualified for that position.

#### ARTICLE 54. PROMOTIONAL PROCEDURE

The following promotional procedure will be adhered to for all promotions within Unit II of the Tuscola County Sheriff's Department:

1. Vacancy - Posting - Application

Whenever a vacancy occurs in this unit and the Employer deems it necessary to fill said vacancy, the position shall be posted at the jail for a minimum of thirty (30) days prior to the examination date. Applications for the position shall be delivered to the Sheriff or Undersheriff no later than fifteen (15) days prior to the examination date.

2. Probationary Period

- A. All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion.
- B. During such probationary period, the Sheriff may return the employee to his former rank or the officer may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank.

3. Written Examination

- A. Eligible applicants shall be required to take a written examination. The score each applicant receives will be used as sixty percent (60%) of their total promotional score.
- B. The objective of the examination shall be to test the candidates:
  - 1. Depth of understanding the specific duties and responsibilities of the position being sought.
  - 2. Depth of knowledge and application of supervisory skills.
  - 3. Depth of knowledge and application of law enforcement skills.
- C. The examination will place emphasis on, but not necessarily be limited to:
  - 1. Policy and procedure,
  - 2. Criminal law and procedure,
  - 3. Criminal investigation,
  - 4. Supervisory skills and knowledge,
  - 5. First aid,

6. Motor vehicle regulations,
7. A broad, thorough, general working knowledge of the Department and the County of Tuscola.

D. Each employee shall have the right to review his written examination.

4. Oral Interview

An oral interview will be conducted with each person taking the written exam. The score of the oral interview will account for forty percent (40%) of the total promotional score. The oral board shall consist of three (3) individuals selected by the Sheriff. If the board member(s) are from within the department, they shall be of the rank or above that being appointed.

5. Seniority Points

One (1) point shall be added to each applicant's score for each two (2) years of seniority or a fraction thereof not to exceed a total of five (5) points.

6. Filling Vacancy

The three (3) applicants receiving the highest combined ratings, or in the event of a tie, the applicants with the three (3) highest ratings shall be notified that they have been selected for consideration by the Sheriff for promotion. The names of the selected applicants will be posted at the Jail. The Sheriff shall fill the vacancy from the three (3) applicants submitted to him for promotion.

7. Promotional List

The promotional list shall be valid for a period of one (1) year from the date of its creation, and in the event another promotion to the same classification becomes available within the Department, within that one year period, selection shall be made from the remaining two (2) applicants submitted to the Sheriff for promotion. That procedure shall follow until one (1) year lapses from the original appointment, and the promotional procedure shall not be reinstated until the facts outlined in paragraph 1 above reoccur.

8. Right to Decline Promotions

A candidate may ask that he not be promoted to a current vacancy. His name will remain on the eligibility list for the remaining effective period. The candidate will be considered for promotion to any subsequent vacancies without penalty or loss of position on the promotional list.

## ARTICLE 55. LEAVE OF ABSENCE - WITHOUT PAY

Section 1. A leave of absence - without pay, is a written authorized absence from work for a definite period of time without pay and with no accumulation of seniority. A request for a leave of absence without pay shall be made by an employee in writing and shall state the reason for such leave upon the application. Only a permanent full-time employee who has worked continuously for the Employer for one year or more may be granted a leave of absence.

- A. Leaves requested due to personal illness or illness in the immediate family must be accompanied by a medical doctor's certificate, certifying that the employee or the immediate family member is unable to work or needs personal attention and reason therefore, a request for a personal illness leave or a leave because of the illness in the immediate family shall be granted.
- B. No leave in excess of six (6) calendar months shall be granted, however, leaves may be renewed at the discretion of the employer.
- C. All leave requests shall state the exact date on which the employee desires to begin the leave and the exact date on which the employee is to return to work.
- D. If an employee uses a leave of absence for a reason other than stated in his request, the employee shall be terminated from his job without recourse.
- E. Failure to return to work within three (3) days of the exact date scheduled for return shall be cause for termination at the sole discretion of the Employer.
- F. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the employer. Acceptance of employment or working for another employer without permission while on a leave of absence shall result in the employee being terminated from his job without recourse.
- G. An employee who wishes to return to work prior to the expiration of his leave shall give the employer two weeks written notice of the date he wishes to commence work.
- H. Time absent on unpaid leave shall not be counted as time at work for any purpose.

Section 2. Upon return of an employee from a leave of absence, he shall be re-employed in the same position within the department or a position generally similar to that which he did last, if available, at the prevailing rate of pay for that classification.

APPENDIX A  
WAGE SCHEDULE

Effective July 1, 1995 thru June 30, 1998

July 1, 1995 - June 30, 1996

5%	<u>S1</u>	<u>S2</u>	<u>S3</u>	<u>S4</u>
Jail Administrator	\$13.19 hr	\$13.87 hr	\$14.61 hr	\$15.52 hr
Lieutenant	\$13.19 hr	\$13.87 hr	\$14.61 hr	\$15.52 hr
Sergeant/Detective Sgt.	\$12.59 hr	\$13.16 hr	\$13.87 hr	\$14.71 hr
Corrections Corporal	\$11.25 hr	\$11.80 hr	\$12.40 hr	\$13.00 hr
Sheriff Secretary	\$10.14 hr	\$10.51 hr	\$10.99 hr	\$11.34 hr

July 1, 1996 - June 30, 1997

4%	<u>S1</u>	<u>S2</u>	<u>S3</u>	<u>S4</u>
Jail Administrator	\$13.72 hr	\$14.42 hr	\$15.19 hr	\$16.14 hr
Lieutenant	\$13.72 hr	\$14.42 hr	\$15.19 hr	\$16.14 hr
Sergeant/Detective Sgt.	\$13.09 hr	\$13.69 hr	<u>\$14.42</u> hr	\$15.30 hr
Corrections Corporal	\$11.70 hr	\$12.27 hr	\$12.90 hr	\$13.52 hr
Sheriff Secretary	\$10.55 hr	\$10.93 hr	\$11.43 hr	\$11.79 hr

July 1, 1997 - June 30, 1998

3%	<u>S1</u>	<u>S2</u>	<u>S3</u>	<u>S4</u>
Jail Administrator	\$14.13 hr	\$14.85 hr	\$15.65 hr	\$16.62 hr
Lieutenant	\$14.13 hr	\$14.85 hr	\$15.65 hr	\$16.62 hr
Sergeant/Detective Sgt.	\$13.48 hr	\$14.10 hr	\$14.85 hr	\$15.76 hr
Corrections Corporal	\$12.05 hr	\$12.64 hr	\$13.29 hr	\$13.93 hr
Sheriff Secretary	\$10.87 hr	\$11.26 hr	\$11.77 hr	\$12.14 hr

Shift Premium

A shift premium shall be paid to an employee whose majority of hours scheduled are within the following hours:

- 2:00 P.M. to 10:00 P.M. - Fifteen cents (\$.15) per hour
- 10:00 P.M. to 6:00 P.M. - Twenty cents (\$.20) per hour

The shift premium shall be paid on all hours worked that day.

Effective July 1, 1997 the shift premium shall be

- 2:00 P.M. to 10:00 P.M. - Twenty cents (\$.20) per hour
- 10:00 P.M. to 6:00 P.M. - Twenty-Five cents (\$.25) per hour

The shift premium shall be paid on all hours worked that day.

## Family and Medical Leave

It is intended that the Employer's policy concerning leaves of absence will comply with the Family and Medical Leave Act of 1993 (FMLA). The U. S. Department of Labor Fact Sheet, entitled "The Family and Medical Leave Act," is appended hereto and incorporated in the Employer's policy as a written statement of FMLA rights and responsibilities.

1. FMLA Leave. An eligible employee who has completed twelve (12) months of employment and worked at least 1250 hours in the past twelve (12) months may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's first FMLA leave begins. The request must be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:
  - a. A serious health condition that makes the employee unable to perform the functions of his/her position;
  - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
  - c. Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child's birth;

- d. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child's placement;

Unless leave is taken for the employee's own serious health condition, the total leave taken by spouses both employed by the Employer is limited to twelve (12) weeks.

2. Intermittent Leave. Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously-ill spouse, child or parent, may be taken intermittently or on a reduced leave schedule.

3. Substitution of Paid Leave. An employee is required to use all accrued paid sick leave and vacation leave for leave taken for the employee's serious health condition or to care for a seriously-ill spouse, child or parent. An employee is required to use all accrued paid sick leave and vacation leave for leave taken for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement.

4. Scheduling and Notice by Employees. When leave is taken for the birth or placement of the employee's child or to care for the child within twelve (12) months of the child's birth or placement, and the leave is foreseeable based on the expected birth or placement, the employee must provide not less than thirty (30) days notice before the date the leave is to begin. If the date of the birth or placement requires the leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

When leave is taken for the employee's serious health condition, or to care for a seriously-ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations, and must provide not less than thirty (30) days notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

5. Medical Certification. When leave is taken for the employee's serious health condition, or to care for a seriously-ill spouse, child or parent, the Employer may



require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

- a. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
  - b. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
  - c. When leave is taken to care for a seriously-ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.
6. Second and Third Opinions: Recertification. The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent recertifications on a reasonable basis.
7. Benefits During Leave. The Employer will continue to pay health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under Subsections 1(a)-1(d) above. In all other circumstances, the Employer will not continue to pay health insurance premiums for an employee on an unpaid leave of absence. The employee may continue insurance coverage at his/her own expense during any unpaid leave of absence. The employee will not accumulate paid sick or vacation leave nor be paid for holidays which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the

employee any premiums which the Employer paid to maintain medical coverage during the leave.

8. **Return Rights.** Upon return from a leave taken for a reason listed under Subsection 1(a)-1(d) above, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent position. The decision will be at the discretion of the Employer.